

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

MIAMI AGENCY
BUREAU OF INDIAN AFFAIRS
34 A STREET N.E.
P.O. BOX 391
MIAMI, OKLAHOMA 74354
(918) 542-3396

**CHAT SALES AGREEMENT & PERMIT TO REMOVE
UNDER THE AUTHORITY OF THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 6
FEBRUARY 20, 2008 RECORD OF DECISION
OPERABLE UNIT 4
TAR CREEK SUPERFUND SITE**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between _____ of _____; (hereinafter called the "PURCHASER") the INDIAN INTEREST HOLDERS in the chat pile described below, who are fully described, and made a part of this contract in Appendix I of this contract."

WHEREAS, INDIAN INTEREST HOLDERS are Indians holding an undivided interest in that certain pile of mine tailings or mining refuse, commonly known as the _____ Chat Pile (hereinafter referred to as the "Chat Pile"), and all other material located on the surface of the Allotment _____, more particularly described as the (legal description): _____

WITNESS: In consideration of the sum of \$(U.S. Dollars) (To be negotiated, per Section 3) _____ per ton, the receipt of which is hereby acknowledged, and the covenants, stipulations and conditions hereafter contained, it is understood and agreed that by these presents, that the INDIAN INTEREST HOLDERS grant, bargain, sell, convey, and transfer to the PURCHASER all of his/her/their right, title and interest in the Chat Pile and related material described above.

It is further understood and agreed that this instrument is not a lease or deed, and is not to be interpreted or construed as granting any leasehold interests, property rights, or title to any real property, lands or premises described herein, but is merely a contract for the sale and purchase of the Indian chat located in the Chat Pile and/or related material described herein comprising that certain Chat Pile. It is further understood and agreed that neither the INDIAN INTEREST HOLDERS nor the United States warrant title to the Chat Pile or the related material.

Purchaser understands and agrees that this Contract is entered into in accordance with the U.S. Environmental Protection Agency (EPA) February 20, 2008, Record of Decision, Operable Unit 4, Chat Piles, Other Mine and Mill Waste, and Smelter Waste, Tar Creek Superfund Site (ROD) and 40 C.F.R. Part 278 (Final Rule, Federal Register, July 18, 2007, Volume 72, Number 137), "Criteria for the Safe and Environmentally Protective Use of Granular Mine Tailings Known as "Chat" (Chat Rule) and its preamble including EPA's June, 2007 fact sheet; EPA 530-F-07-016B. It is understood and agreed, that under the terms, stipulations, covenants and conditions hereinafter contained, permission for the PURCHASER to use the surface described above for temporary storage, preparation, and removal of the Chat Pile purchased requires an approved business site lease, pursuant to 25 C.F.R. Part 162, and all applicable federal laws and regulations, including any and all procedures adopted and approved pursuant to the ROD and the Chat Rule, and, it is further understood and agreed that this Contract is subject to the following stipulations, conditions and provisions:

1. APPROVAL: It is understood and agreed between the parties hereto (INDIAN INTEREST HOLDERS and PURCHASER) that this Contract shall be valid and binding only after approval by the Secretary of the Interior or his authorized representative.
2. PAYMENT: The PURCHASER agrees to purchase and remove from the Chat Pile a minimum of _____ tons of chat, gravel, and other saleable material, and as much additional amount, as it requires during the term of this Contract as specified in Section 3 Duration and Possession, at a fixed price of \$ (U.S. Dollars) _____ per ton (1 ton = 2,000 pounds). PURCHASER shall be responsible for full and accurate payment for all chat, gravel, and other saleable material removed from the Chat Pile pursuant to this Contract. PURCHASER shall make payments pursuant to this provision by no later than the fifteenth (15th) day of each calendar month, which payments shall reflect an accurate payment for all chat, gravel, and other materials actually removed from the Chat Pile by PURCHASER during the preceding calendar month. Each and every payment for chat, gravel, and other material removed from the Chat Pile shall be based upon the true and accurate weight of all such material actually removed by the PURCHASER, as weighed onsite on scales to be provided by PURCHASER and approved by the Bureau of Indian Affairs. The Purchaser expressly promises to refrain from bringing forth any future dispute with respect to the weight and/or volume of any materials actually removed from

the Chat Pile. Purchaser shall be responsible for monthly payments on a per/ton basis until this Agreement expires. Payments are to be made as described on Page ____ of this Agreement.

3. DURATION AND POSSESSION: Under the terms of this Contract the PURCHASER is granted the right, title and interest in the chat and other saleable materials from the Chat Pile thereon, for a period of not more than _____ years beginning on the 1st day of _____, and ending on the last day of _____. Failure to remove chat, gravel, and other material from the Chat Pile in accordance with this Contract and in compliance with all terms stated herein and other approved agreements attached hereto shall constitute justification for forfeiture of the Bond required herein for remedial purposes and/or payment of full consideration to INDIAN INTEREST HOLDERS. PURCHASER shall have the option to renew this contract, subject to the approval of the Secretary or his authorized representatives and subject to a renegotiation of the purchase price. PURCHASER shall submit a request for renewal in writing at least ninety (90) days prior to expiration of this contract. The parties understand and agree that PURCHASER shall not take possession and commence operations on the property unless and until the Secretary has approved a business site lease pursuant to 25 C.F.R. Part 162.
4. SITE OPERATIONS PLAN: Prior to execution of this Contract, it is understood and agreed that PURCHASER shall submit for approval a Site Operations Plan which includes, but is not limited to, plans for Chat Pile preparation, processing, and removal operations, and plans for the protection and conservation of all resources, including but not limited to, mineral and non-mineral, chat, and chat-related resources during the operations for removal of the Chat Pile and related materials, the re-use and disposal of waste products, including remaining chat and fines, as well as a site closure plan. Said Site Operations Plan shall be attached and incorporated herein as a material part of this Contract as Appendix II.

PURCHASER understands that the approval of the Site Operations Plan is contingent upon the Purchaser's ability to satisfy the minimum requirements set forth in the Model Site Operations Plan. Modifications to the Site Operations Plan are subject to approval by the Secretary or his authorized representative. Requests for modifications to the Site Operations Plan shall be submitted in writing at least thirty (30) days prior to the date proposed for change.

PURCHASER understands and agrees that the subject site and operations, improvements, machinery and fixtures thereon and connected therewith, as well as data logs shall be open at all times for inspection by the Secretary and the EPA Regional Administrator or their duly authorized representatives to assess compliance with the approved Site Operations Plan, the ROD and the Chat Rule. INDIAN INTEREST HOLDERS shall

also have access to the site as described herein through the assistance and coordination of the Bureau of Indian Affairs, upon reasonable notice to PURCHASER. The Secretary or his authorized representative, at his discretion, may order shut-down of operations for violations resulting in an immediate or substantial threat to human health or the environment.

In addition to compliance with the above, the PURCHASER agrees to perform the following in the process of the preparation, processing, removal, and transportation of the Chat Pile and related materials:

- A. To properly operate and maintain the site in accordance with best management practices, including, but not limited to: maintenance of the site via security measures such as fences, locking gates, posted signs, etc.; clearly marking the Chat Pile with a BIA-assigned number, legal description, and a posted emergency contact number; and immediately notifying the BIA if trespass or a release to the environment occurs.
- B. To comply with federal, tribal, and/or state regulations and/or guidelines for site processes (Industrial activities) and the transportation of chat and related material including, but not limited to: air emissions, un-permitted discharges to waters of the United States, including the implementation of proper precautions and measures to be taken to prevent further damage and/or pollution to the environment.
- C. Comply with Federal, tribal, and/or state regulations regarding the implementation of pollution control measures and the reporting/ monitoring /sampling of Industrial (process) discharges and/or storm water runoff discharges, accidental discharges, and/or releases from the Chat Piles(s) and/or Industrial (process) operations.
- D. Implement Best Engineering Practices in the construction of all sediment ponds, surface impoundments and water drainage control measures, meeting Federal, tribal and/or state compliance for the construction thereof.
- E. Obtain and maintain all Permits required to comply with federal, tribal, and/or state laws. Furnish a signed Statement of Permit Compliance to the Bureau of Indian Affairs that such permits are in place, attached hereto as Appendix III.
- F. PURCHASER must obtain and maintain a license to do business in the

State of Oklahoma, and furnish a copy to the BIA.

G. PURCHASER shall exercise diligence in the conduct of chat removal operations and the land described herein shall not be held by the PURCHASER for speculative purposes, but in good faith for chat operations and removal. Operations shall begin no later than thirty (30) days from approval of this contract and shall continue thereafter at a steady and continuous rate. Failure by the PURCHASER in diligent operations and continued removal, except when operations may be interrupted by strikes, the elements, or casualties not attributable to the PURCHASER, shall render this contract subject to cancellation, if the Purchaser failed to conduct removal of the chat for a period of thirty (30) consecutive days, upon notice of the Secretary or his authorized representative: Provided, that whenever the Secretary or his authorized representative determines the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time and under such terms and conditions as he may deem reasonable, but such action will not release the PURCHASER from the Bond required herein.

5. IMPROVEMENTS: Unless otherwise provided herein, it is understood that any buildings or other improvements placed upon the said land by the PURCHASER are the sole responsibility of the PURCHASER and shall be immediately removed by and at the cost of the PURCHASER upon termination or expiration of this Contract in accordance with the procedures set forth in the approved Site Operations Plan.
6. INADVERTENT DISCOVERIES: In the event that archeological, historic remains, burials, or other cultural remains, or critical habitat or species protected under applicable Federal, state and tribal historical, archeological, cultural and threatened and endangered species laws, not previously reported, are encountered during the course of chat operations and removal, and other activities associated with this agreement, all activity in the immediate vicinity of the remains or habitat/species shall cease and the PURCHASER shall contact the BIA for further investigation or to determine the disposition.
7. PAYMENT VERIFICATION: PURCHASER understands and agrees that sales receipts, weigh tickets, scales and other sales information shall be made available for inspection upon request by the Secretary or his duly authorized representative, for purposes of verifying payments to the Indian owners. INDIAN INTEREST HOLDERS shall also have access to the information as described herein through the assistance and coordination of the BIA, upon reasonable notice to PURCHASER.
8. ANNUAL AUDIT: PURCHASER is required to obtain and make available to the Secretary or his duly authorized representatives, an annual audit of the chat operations

subject to this agreement prepared by a Certified Public Account. INDIAN INTEREST HOLDERS shall also have access to the information as described herein through the assistance and coordination of the Bureau of Indian Affairs, upon reasonable notice to PURCHASER.

9. ENCUMBRANCES: This contract, or any right, or interest granted herein, or any of the improvements on the premises may not be encumbered without the written approval of the Secretary of the Interior. No such encumbrance shall be valid without said approval.
 - A. Any encumbrance shall be confined to the interest of PURCHASER and shall not constitute a lien against or any interest in the INDIAN INTEREST HOLDERS and/or SURFACE OWNERS' land.
 - B. In an event of default by the PURCHASER on the terms of an approved encumbrance, the encumbrancer may exercise any rights provided in the approved encumbrance, provided that before any sale or foreclosure, the encumbrancer shall give to the Secretary of the Interior notice of the same character and duration as is required to be given to the PURCHASER by such encumbrance and/or the laws of the State of Oklahoma.
10. NON-RESPONSIBILITY NOTICES: Prior to the commencement or construction of improvements on the premises, or any repair or alteration thereto, or work or labor thereon, not previously disclosed in the Site Operations Plan, the PURCHASER shall give the Secretary of the Interior thirty (30) days advance notice in writing of his intention to begin said activity, including a written addendum to the Site Operations Plan in order that non-responsibility notices may be posted and recorded by state law and must obtain a written approval from the Secretary prior to taking action. It is the Purchaser's responsibility to meet compliance with Federal, tribal, and/or state regulations for changes to the following actions, including, but not limited to: discharges, sampling points, treatment units, working with floodplains, etc. Nothing contained herein shall be construed as a waiver of immunity or trust or restricted status from mechanic's or material-men's liens or obligate the Secretary to post non-responsibility notices while the premises are in trust or restricted status.
11. BANKRUPTCY: In the event that the PURCHASER is adjudicated bankrupt or insolvent by any court of competent jurisdiction, or PURCHASER makes voluntary assignment for benefit of creditors, the Contract shall forthwith cease and terminate and all rights of PURCHASER hereunder shall become null and void, and this Contract shall not be transferred or assigned or any operation of law become the property of any receiver, trustee, or assignee of PURCHASER; and on the happening of such event the

INDIAN INTEREST HOLDERS shall have the right forthwith to resume possession of the premises, free and clear of any and all claims or rights of PURCHASER, his receivers, trustees or assigns.

12. ASSIGNMENTS and AMENDMENTS: Unless otherwise provided herein, assignment or amendment of this Contract may be made only with the approval of the Secretary of the Interior, or his designated representative, and the written consent of all parties to this Contract, including PURCHASER'S surety or sureties.
13. UNLAWFUL CONDUCT: The PURCHASER agrees that he will not use, or cause to be used, any part of said premises for any unlawful conduct or purpose.
14. INDEMNIFICATION:

A. FORMER MINING OPERATIONS: PURCHASER has obtained and reviewed the United States Army Corps of Engineers Report titled "Picher Mining Field, Northeast Oklahoma Subsidence Evaluation Report, January 2006." This Contract is accepted by the PURCHASER with the knowledge and understanding that underground mining operations have heretofore been conducted upon said land, and in execution of this Contract, neither the owner(s) nor INDIAN INTEREST HOLDERS nor the United States makes any representations or warranties to the PURCHASER as to the safety or the surface conditions or of any shafts, drill holes or underground workings; on the contrary, PURCHASER assumes all risk involved in the occupancy of the premises which may exist by reason of such mining activities. PURCHASER, as a material part of the consideration for this Contract, hereby waives on behalf of PURCHASER, and its officers, employees, agents, or any other persons permitted on the premises by PURCHASER, all claims, actions and demands against the INDIAN INTEREST HOLDER(S) and/or the United States Government, their agencies, political subdivisions, officers, agents or employees, from liability for all claims from PURCHASER'S occupancy of the premises, together with all cost and expenses arising therefrom and in connection therewith.

B. HAZARDOUS SUBSTANCES: This Contract is accepted by the PURCHASER with the knowledge and understanding that the Chat Pile that is the subject of this Contract may constitute a hazardous substance or may contain hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq., 42 U.S.C. § 6901 et seq., and other federal, tribal, state, or local statutes or ordinances and their implementing regulations. PURCHASER assumes all risk involved in any use, disposition, treatment, storage, transportation or disposal of chat and related material which may exist by reason of the presence of such hazardous wastes or

hazardous substances therein; and PURCHASER agrees that neither the INDIAN INTEREST HOLDERS nor the United States Government, their agencies, political subdivisions, officers, agents, and employees, shall be liable for any loss, damage or injury of any kind to any person or the public at large or to the person or property of the PURCHASER, its officers, agents, employees, contractors, or any other person caused by any use, disposition, treatment, storage, or transportation of the chat and related material purchased under the terms of this Contract. PURCHASER, as a material part of the consideration for this Contract, hereby waives on behalf of PURCHASER, and its officers, employees, agents and contractors, any and all claims against the INDIAN INTEREST HOLDERS and/or the United States Government, their agencies, political subdivisions, officers, agents or employees; and hereby agrees to indemnify, defend and save, and hold harmless the INDIAN INTEREST HOLDERS and/or the United States Government, their agencies, political subdivisions, officers, agents and employees, from liability for all claims, demands, actions, or citations for loss, damage, or injury arising from the PURCHASER'S and its officers, employees, agents and contractors, customers, or agent's use, disposition, treatment, storage, transportation or disposal of chat and related material purchased and/or removed under this Contract, together with all cost and expense arising therefrom and connection therewith.

15. WORKER'S COMPENSATION INSURANCE: At all time during the term of this Contract, PURCHASER shall provide Worker's Compensation and Disability Insurance for all on-site employees. PURCHASER shall provide evidence of such insurance to the Bureau of Indian Affairs.
16. PUBLIC LIABILITY INSURANCE: At all times during the term of this Contract, PURCHASER shall carry public liability insurance policy in the amounts not less than \$500,000/\$1,000,000 for property damage/personal injury, said policy to be written jointly to protect PURCHASER, INDIAN INTEREST HOLDERS, and/or SURFACE OWNER(S). Copy of said policy shall be furnished to the Secretary of the Interior, through the Bureau of Indian Affairs, Regional Director, Eastern Oklahoma Region. Neither the INDIAN INTEREST HOLDERS and/or SURFACE OWNER(S), nor the United States Government, nor their agencies, political subdivisions, officers, agents, or employees shall be liable for any loss, damage, or injury of any kind whatsoever to any person or property including that of the PURCHASER, caused by any use of the subject premises, or any defect in structure erected thereon, or arising from any accident, fire, or any other casualty on said premises, or from any other cause whatsoever; and the PURCHASER, as a material part of the consideration for this Contract, hereby waives on behalf of PURCHASER and its officers, employees and agents, all claims against

INDIAN INTEREST OWNERS, and/or SURFACE OWNER(S), and/or the United States Government, their agencies, political subdivisions, officers, agents or employees, and agrees to indemnify, defend and save and hold harmless the INDIAN INTEREST HOLDERS, and/or SURFACE OWNER(S), and/or the United States Government, their agencies, political subdivisions, officers, agents or employees, from liability for all claims, actions and demands for any loss, damage or injury arising from the use of the premises described herein by PURCHASER, together with all costs and expenses arising therefrom and in connection therewith.

17. CHAT USE CERTIFICATION: It is understood and agreed that all chat and related materials purchased under this Contract constitutes a product which shall only be used for applications that fall within one of the following categories approved by the EPA as set forth in the ROD and the Chat Rule, 40 C.F.R. Part 278, including, but not limited to:

Chat can be used in transportation construction projects if:

- (a) The chat is used in hot, warm or cold mix asphalt, in slurry seal, microsurfacing, or in epoxy seal; or
- (b) The chat is used in Portland cement concrete, granular road base, flowable fill, stabilized road base or chip seal if, on a case by case basis either:
 - (1) Synthetic Precipitation Leaching Procedure (SPLP) tests are conducted on the proposed material using EPA SW-846 Method 1312, as referenced in 40 C.F.R. Part 260.11, and the leachate testing results show that concentrations in the leachate do not exceed the National Primary Drinking Water Standards for lead and cadmium and the fresh water chronic National Recommended Water Quality Criterion for zinc of 120 ug/l; or
 - (2) EPA has determined, based on a site-specific risk assessment and after notice and opportunity for public comment, that the releases from the chat mixture in its proposed use will not cause an exceedance of the Nation Primary Drinking Water Standards for lead and cadmium in potential drinking water sources and the fresh water chronic National Recommended Water Quality Criterion for zinc of 120 ug/l in surface water; or
- (c) The use of chat has been authorized pursuant to a state or Federal response action.

Any other applications, including any and all residential applications, are expressly forbidden, and use of chat and related materials for any such unauthorized applications by the PURCHASER and/or its officers, employees, contractors, customers, or agents shall constitute grounds for immediate termination of this Contract by INDIAN INTEREST HOLDERS and/or the Secretary of the Interior, suspension of all PURCHASER'S

activities in furtherance of this Contract, and forfeiture of bond. PURCHASER'S agreement to this condition shall be evidenced by its execution of the End Use Certification attached as Appendix IV to this Contract. PURCHASER further understands and agrees that the authorized uses listed above may be changed at the direction of the Regional Administrator, EPA, Region 6, or by other federal and state entities.

On all occasions when the PURCHASER intends to sell, lease, give or otherwise transfer the subject chat and related material to a third party, the PURCHASER agrees that it will:

- (a) Submit a signed, written certification to the Regional Director, Bureau of Indian Affairs, Eastern Oklahoma Region, Eastern Oklahoma Regional Office, Post Office Box 8002, Muskogee, Oklahoma, 74402-8002, and the Regional Project Manager, Tar Creek OU4, EPA, Region 6, 1446 Ross Avenue, Suite 1200, Dallas Texas, 75202-2733 within thirty (30) days of the date of acquisition. The certification shall contain the following:
 - (i) Location of origin of the chat;
 - (ii) Amount of chat acquired; and
 - (iii) Certification Statement: I certify that the chat used in this transportation project will meet EPA criteria found in 40 C.F.R. Part 278.3.
- (b) Transfer. If the chat is sold or otherwise transferred to another party, the PURCHASER shall provide a copy of the certification to the new owner of the chat. The new owner shall submit a certification according to paragraph (a) of this section. The new certification supersedes all previous certifications.
- (c) Recordkeeping. The PURCHASER of chat, and any other person that receives the chat, will maintain copies of all of the following for three years; a copy of the certification, and, as appropriate, any SPLP testing results or any site-specific risk assessments, all of which may be reviewed by the Secretary of the Interior or his representative.

- 18. INTEREST OF MEMBER OF CONGRESS: No member of, or delegate to Congress, or Resident Commissioner shall be admitted to any share of this Contract, or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
- 19. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR: Nothing contained in the Contract shall operate to delay or prevent a termination of federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the Contract; however, such termination shall not serve to abrogate the Contract. The OWNER(S) of the land and the PURCHASER and his surety

or sureties shall be notified by the Secretary of the Interior of any such change in the status of the land.

20. RIGHT OF ENTRY AND INSPECTION: It is understood and agreed that the Secretary of the Interior and the EPA Regional Administrator or their duly authorized representatives may enter and inspect the land or premises in the performance of their normal duties at such reasonable times as they deem necessary.
21. BOND: Before this Contract shall become effective, PURCHASER shall furnish to the Superintendent, Bureau of Indian Affairs, Miami Agency, a bond in an amount as set forth in Appendix V, or as otherwise agreed by all parties hereto. Said bond shall be kept in effect by PURCHASER until such time as it is released by the Secretary. Not more than 180 days after the expiration of this CONTRACT, said bond shall be released with the permission of the Secretary if the PURCHASER has complied fully with all terms and conditions set forth herein.
22. SURRENDER: Except as provided in Paragraph No. 3 (Duration), the PURCHASER hereby agrees that at the termination of this Contract, by normal expiration or otherwise, PURCHASER will peaceably and without legal process, deliver up the possession of the surface on premises herein described, and remove all improvements made by the PURCHASER, exclusive of any existing structures, fencing, and any personal property which remains the property of the INDIAN INTEREST HOLDERS and/or SURFACE OWNER(S), in good condition; usual wear, and acts of God excepted.
23. VIOLATION OF CONTRACT: It is understood and agreed that violation of any of the terms of this Contract shall be acted upon in accordance with procedures prescribed in the regulations at 25 C.F.R. Part 162.618. The parties to this contract agree that the United States may take administrative or judicial action to enforce the terms of this Contract.
24. UPON WHOM BINDING: It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties to this Contract. While the lands or premises are in trust or restricted status, all of the PURCHASER'S obligations under this Contract, and the obligations of its sureties are to the United States as well as to the Seller(s) of the chat and related material.
25. UNRESTRICTED OWNERS: While the United States Department of the Interior has no statutory obligation regarding any unrestricted and/or non-Indian interests in the land underlying the chat or the Chat Pile being sold under this Contract, the Department has, nevertheless, provided public notice of the purchase offer that is the basis of this Contract for the unrestricted and/or non-Indian interests. Further, the Department has requested the PURCHASER to agree to the provisions described in Paragraph 26 below.

BIA DRAFT
Chat Pile

Contract
No. _____

Notwithstanding the fact that there may be unrestricted owners in the land and/or the chat pile and related material, PURCHASER understands and agrees that any and all operations, removal and end use restrictions, pertaining to this chat pile are subject to the terms of this Contract and the Site Operations Plan.

26. SALES AGREEMENTS WITH UNRESTRICTED OWNERS/PROVISION FOR ESCROW: PURCHASER understands and agrees that this contract is for the purchase of the restricted chat in the Chat Pile. Notwithstanding the notice and publication made by the Department, PURCHASER understands and agrees to make a reasonable effort to provide notice about this sale to the unrestricted owners and/or non-Indian interest holders in the land underlying the chat or the Chat Pile being sold under this Contract, and to attempt to enter into with such owners sales agreements consistent with this Contract.

In the event that PURCHASER is unable either to locate such unrestricted owners or to reach final sales agreements with them, PURCHASER agrees to escrow on a monthly basis the sum due and owing to such interest holders based upon their percentage of ownership interest in the Chat Pile. For purposes of this paragraph, PURCHASER shall maintain at _____ (bank) in _____, Oklahoma, stated account number _____ for holding such payments in escrow.

EXECUTION:

PURCHASER OR LEGAL REPRESENTATIVE:

Name _____

Date _____

Address

Telephone number

(Model) Chat Pile

Contract

No. _____

APPROVED: Pursuant to authority delegated through 200 DM 1, 209 DM 8, 230 DM 1, 3 IAM 4.1 and Muskogee Area Addendum 9901 to 3 IAM 4 issued June 22, 1999.

SUPERINTENDENT
Miami Agency

DATE

BIA DRAFT
Chat Pile

Contract
No. _____

APPENDIX I

INDIAN INTEREST HOLDERS

OWNERSHIP: ATTACHED HERETO AND MADE A PART OF THIS CONTRACT ARE:

“Consent to Sell Chat” forms personally signed by the INDIAN INTEREST HOLDERS, give Consent to sell their undivided interests in the Chat Pile. Approval by the Secretary of the Interior or his delegated representative is on Page _____ of this Contract.

INDIAN INTEREST HOLDERS:

NAME _____

UNDIVIDED INDIAN INTEREST

MOOD

(Model) Chat Pile

Contract

No. _____

MODEL

BIA DRAFT
_____ Chat Pile

Contract
No. _____

APPENDIX II

(SITE OPERATIONS PLAN)

MODEL

APPENDIX III

STATEMENT OF PERMIT COMPLIANCE

I, _____, the PURCHASER, (or the duly
appointed representative of Purchaser), _____

hereby certify that PURCHASER has obtained and is in compliance with all applicable federal,
state and/or tribal permits including, but not limited to, all environmental and worker health and
safety

permits required by law pertaining to the sale, processing, removal, transport and use of chat and
the chat related material subject to this agreement. PURCHASER agrees to immediately notify
the Bureau of Indian Affairs of any violations of such permits.

Signature of PURCHASER/REPRESENTATIVE:

PURCHASER/REPRESENTATIVE

DATE

TITLE

ADDRESS

Telephone Number

BIA DRAFT
Chat Pile

Contract
No. _____

ACKNOWLEDGMENT

State _____)
)
County of _____) SS _____

Before me _____, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires _____

APPENDIX IV
CHAT USE CERTIFICATION

I, _____, the PURCHASER, (or the duly
appointed representative of Purchaser), _____

hereby certify that PURCHASER shall use the chat and related material in accordance with
authorized transportation uses set forth by the EPA in its ROD and the Chat Rule and other
guidelines for one or more of the following indicated purposes (check as applicable):

- a. _____ Chat is used in hot, warm or cold mix asphalt, in slurry seal,
microsurfacing, or in epoxy seal.
- b. _____ Chat is used in Portland cement concrete, granular road base, flowable fill,
stabilized road base or chip seal where Synthetic Precipitation Leaching
Procedure (SPLP) tests are conducted on the proposed material using EPA
SW-846 Method 1312, as referenced in 40 C.F.R. Part 260.11, and the
leachate testing results show that concentrations in the leachate do not
exceed the National Primary Drinking Water Standards for lead and
cadmium and the fresh water chronic National Recommended Water
Quality Criterion for zinc of 120 ug/l.
- c. _____ Chat is used in Portland cement concrete, granular road base, flowable fill,
stabilized road base or chip seal where EPA has determined, based on a
site-specific risk assessment and after notice and opportunity for public
comment, that the releases from the chat mixture in its proposed use will
not cause an exceedance of the Nation Primary Drinking Water Standards
for lead and cadmium in potential drinking water sources and the fresh
water chronic National Recommended Water Quality Criterion for zinc of
120 ug/l in surface water; Applications where the mining wastes are
covered with clean material in areas that are restricted from residential use
or public play areas and where the beneficial use of ground water or other
environmental resources are not threatened.

BIA DRAFT
Chat Pile

Contract
No. _____

d. _____ Use of chat has been authorized pursuant to a state or Federal response action.

I further certify that I will provide said EPA Chat Rule, Section 19.2.2 of the ROD, and other guidelines to third party purchasers, along with a copy of this certification for signature.

AMOUNT OF CHAT PURCHASED/USED: _____ TONS.

Location of use/application:

City:_____

City: _____

County:_____

County: _____

State: _____

State: _____

Signature of PURCHASER/REPRESENTATIVE:

PURCHASER/REPRESENTATIVE

DATE _____

TITLE

ADDRESS

Telephone Number

ACKNOWLEDGMENT

State _____)
)
County of _____) SS

Before me _____, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared

(Model) Chat Pile

Contract

No. _____

_____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires _____

APPENDIX V

AMOUNT OF BOND REQUIRED

1. For annual removal: LESS THAN 50,000 TONS-----\$25,000.00
2. For annual removal: GREATER THAN 50,000 TONS,
BUT LESS THAN 100,000 TONS-----\$50,000.00
3. For annual removal: GREATER THAN 100,000 TONS,
BUT LESS THAN 2,000,000 TONS-----\$75,000.00
4. For annual removal: GREATER THAN 200,000 TONS-----\$100,000.00